

LOUIS J. PERRET  
Clerk of Court, Lafayette Parish  
P. O. BOX 2009  
LAFAYETTE, LA 70502  
Telephone: (337) 291-6303 Fax: (337) 291-6392

STATE OF LOUISIANA  
PARISH OF LAFAYETTE

OFFICE OF THE CLERK OF COURT  
15<sup>TH</sup> JUDICIAL DISTRICT COURT

I, Deborah Duplechin, Deputy Clerk of Court, in and for the Parish of Lafayette, State of Louisiana, do hereby certify that the attached documents are true and correct copies from the civil suit entitled:

LAFAYETTE BALLET THEATRE

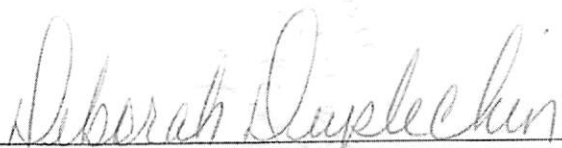
VS

DOCKET NUMBER: C-20191060 A

AMERICAN HARLEQUIN CORP, ET AL

Consisting of 25 pages, filings from FEBRUARY 15, 2019 thru APRIL 3, 2019 the original of which documents are on file in the Lafayette Parish Clerk of Court Office.

Lafayette, Louisiana, this APRIL 4, 2019.

  
Deborah Duplechin, Deputy Clerk of Court  
Lafayette Parish





New Suit  
MB



**BANKSTON & ASSOCIATES**  
A LIMITED LIABILITY COMPANY  
ATTORNEYS AT LAW

20191060A

DIV. "A"

Larry S. Bankston  
lsb@bblaw.com  
Jenna H. Linn-Rice  
jhl@bblaw.com

February 15, 2019

Via Facsimile & US Mail  
(337) 291-6480

Clerk of Court  
15<sup>th</sup> JDC, Lafayette Parish  
P.O. Box 2009  
Lafayette, LA 70502

ATTN: CIVIL DEPT.

CLERK OF COURT  
LAFAYETTE PARISH, LA.  
2019 FEB 15 PM 1:09

RE: Lafayette Ballet Theatre vs American Harlequin Corporation

Dear Sir/Madam:

Enclosed please find an original and four (4) copies of a Petition for Damages. Please file the same and return a stamped copy our office in the enclosed self-addressed, stamped envelope.

If you should have any questions or comments, please do not hesitate to contact our office.

Sincerely,

BANKSTON & ASSOCIATES, LLC

By: Jenna H. Linn-Rice  
Jenna H. Linn-Rice

JHLR/sms  
Enclosure: petition/envelope  
cc: Client (via e-mail only)

FAX

8708 Jefferson Highway, Suite A • Baton Rouge, LA 70809  
Telephone (225) 766-3800 • Facsimile (225) 766-7800  
www.bankstonlaw.net

0001

Feb 15 2019 09:55am  
No. 3085 P. 1

BANKSTON & ASSOC

9:51AM

Feb 15 2019



LAFAYETTE BALLET THEATRE

NUMBER:

DIV: " — "

VERSUS

20191060A  
15<sup>th</sup> JUDICIAL DISTRICT COURT

AMERICAN HARLEQUIN  
CORPORATION, HARTFORD  
ACCIDENT & INDEMNITY  
COMPANY, HARTFORD CASUALTY  
INSURANCE COMPANY

PARISH OF LAFAYETTE

STATE OF LOUISIANA

PETITION FOR DAMAGES

NOW INTO COURT, through undersigned counsel, comes Petitioner, Lafayette Ballet Theatre (hereinafter referred to as "Petitioner", "Plaintiff" or "LBT"), a nonprofit Louisiana corporation, domiciled in Lafayette Parish, Louisiana, who respectfully represents as follows:

1.

Defendants herein are:

**INDEXED**

- a. **AMERICAN HARLEQUIN CORPORATION**, a foreign corporation authorized to do and doing business in the state of Louisiana and Parish of Lafayette;
- b. **HARTFORD ACCIDENT & INDEMNITY COMPANY**, a foreign insurer, authorized to do and doing business in the state of Louisiana; and
- c. **HARTFORD CASUALTY INSURANCE COMPANY**, a foreign insurer, authorized to do and doing business in the state of Louisiana.

2.

In July, 2017, Plaintiff contracted American Harlequin Corporation ("Harlequin") to furnish and install a Liberty Sprung Panel System with Studio (NYC Ballet Gray-STU406) as performance surface (the "flooring system").

3.

The flooring system was installed in Plaintiff's dance studio by Harlequin, and/or its agents, in Lafayette on or about September 30, 2017 through October 2, 2017.

4.

The total costs for the flooring was \$79,098.97; Plaintiff paid Harlequin said amount in full.

5.

Harlequin knew the particular use that the Plaintiff intended for the flooring system and/or the Plaintiff's particular purpose for having Harlequin install the flooring system.

6.

Plaintiff relied on Harlequin's skill and/or judgment in selecting and installing the flooring system.

7.

The flooring system has failed to reasonably perform as Harlequin represented that it would. In particular, there are ripples in the vinyl top layer of the flooring.

8.

Plaintiff contends, when delivered, the flooring system was defective in materials and workmanship, with such defects being discovered within the warranty periods.

9.

Plaintiff allowed Harlequin numerous opportunities to correct the problems with the flooring system. Harlequin has attempted to remedy the problems but its efforts have been to no avail.

10.

The defects in the flooring system have substantially impaired its use, value and safety.

11.

As a result of the sale of the flooring system by Harlequin to Plaintiff, an implied warranty of merchantability arose in the transaction which included a guarantee that the flooring system was fit for the ordinary purposes for which such flooring system is purchased.

12.

Harlequin has breached such implied warranty.

13.

Further, pursuant to the contract entered into between Harlequin and Plaintiff, Harlequin warranted that the liberty panels sprung flooring would be free of any defects in material or workmanship for a period of two years and that the cascade vinyl would be free from any defects in material or workmanship for five years.

14.

Harlequin has breached such express warranties.

#### VIOLATIONS OF THE LOUISIANA REDHIBITION LAWS

15.

Plaintiff re-alleges and incorporates by reference herein each and every allegation set forth in the preceding paragraphs.



16.

The defects described in the flooring system meet the definition of a redhibitory defect as defined in La. Civil Code Articles 2520, et seq.

17.

Plaintiff has provided Harlequin sufficient opportunity to repair the defective flooring system.

18.

Plaintiff has performed each and every duty required of it under Louisiana Redhibition Laws.

19.

The hidden defects in the flooring system existed at the time of sale, but were not discovered until on or about February 17, 2018. The flooring system is not usable for its intended purpose and neither Plaintiff nor a reasonable prudent buyer would have purchased the flooring system had they known of the defects prior to the sale.

20.

Plaintiff is entitled to a rescission of the sale, return of the purchase price, plus all collateral costs of the sale and out of pocket expenses.

21.

Under Louisiana Redhibition laws, Plaintiff is entitled to recover a sum equal to the amount of costs and expenses, including attorney's fees.

#### VIOLATIONS OF LOUISIANA CONTRACTORS' LAWS

22.

Plaintiff re-alleges and incorporates by reference herein each and every allegation set forth in the preceding paragraphs.

23.

Further, pursuant to 46 La. Admin. Code Pt XXIX, 119, "Any person, company or entity who undertakes, attempts to, or submits a price or bid or offer to perform work in construction management or program management whose scope of authority and responsibility includes supervision, oversight, direction, or in any manner assuming charge of the construction services provided to an owner by a contractor or contractors in excess of \$50,000 must possess a license from this board [State Licensing Board for Contractors] in the major classification of building

construction or heavy construction or highway, street, and bridge construction or municipal and public works construction.”

24.

At no time during the installation of the subject flooring system did Harlequin, or its subcontractor, possess a Louisiana contractor’s license.

25.

Pursuant to La. Stat. Ann. § 37:2160, “It shall be unlawful for any person to engage or continue in this state in business of contracting, as defined in this Chapter, without having qualified as a contractor under the provisions of this Chapter.”

26.

As a result of Harlequin’s failure to obtain a contractor’s license in the state of Louisiana, the subject contract between Plaintiff and Harlequin is void. *Alonzo v. Chifci*, 526 So. 2d 237, (La. Ct. App.), *writ denied*, 527 So. 2d 307 (La. 1988).

27.

Accordingly, Plaintiff has been damaged due to harlequin’s actions and/or inactions and is entitled to the return of all funds paid under the subject contract with Harlequin.

28.

At all relevant time herein, it is believed that Defendant, Hartford Accident & Indemnity Company provided a policy of commercial general liability insurance to Harlequin, which provides coverage for the claims hererin.

29.

At all relevant time herein, it is believed that Defendant, Hartford Casualty Insurance Company provided a policy of umbrella liability insurance to Harlequin, which provides coverage for the claims hererin.

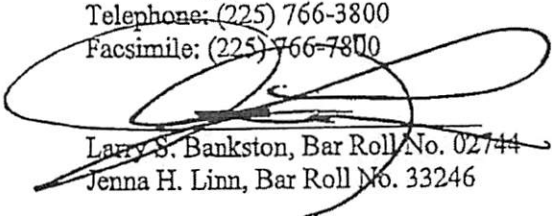
WHEREFORE, Plaintiff prays for judgment against Defendants, American Harlequin Corporation, Hartford Accident & Indemnity Company, and Hartford Casualty Insurance Company, as follows:

- a. General, special and actual damages to be proven at trial;
- b. Return of the purchase price of the subject flooring system, repair costs, and damages;
- c. Prejudgment and post judgment interest;

- d. Attorneys fees;
- e. Costs of suit, expert fees, and litigation expenses; and
- f. All other just and equitable relief.

Respectfully submitted:

**Bankston & Associates, L.L.C.**  
8708 Jefferson Hwy, Suite A  
Baton Rouge, Louisiana 70809  
Telephone: (225) 766-3800  
Facsimile: (225) 766-7800

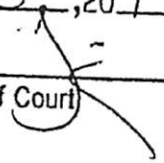
  
Larry S. Bankston, Bar Roll No. 02744  
Jenna H. Linn, Bar Roll No. 33246

PLEASE SERVE:

American Harlequin Corporation  
Through its registered agent:  
Anderson Registered Agents, Inc.  
3014 Dauphine Street  
Suite 100-B  
New Orleans, LA 70117

Hartford Accident & Indemnity Company  
Through its agent:  
Louisiana Secretary of State  
8585 Archives Ave.  
Baton Rouge, LA 70809

Hartford Casualty Insurance Company  
Through its agent:  
Louisiana Secretary of State  
8585 Archives Ave.  
Baton Rouge, LA 70809

FAX FILED THIS 15  
DAY OF Feb, 2019  
  
Deputy Clerk of Court



Recording File # 2019-00004541



STATE OF LOUISIANA  
FIFTEENTH JUDICIAL DISTRICT COURT  
ACADIA, LAFAYETTE AND VERMILION PARISHES

CLOSURE ORDER FOR LAFAYETTE PARISH COURTHOUSE  
THURSDAY, FEBRUARY 14, 2019

Considering the apparent failure of the plumbing system in between the second and third floors of the Lafayette Parish Courthouse, and considering the substantial water leakage resulting therefrom, all of which has caused a complete courthouse-computer-system shut down, thereby making it impossible for the employees of the Fifteenth Judicial District Court and the Lafayette Parish Clerk of Court to continue in the performance of their official duties and for the general public to conduct business at the Lafayette Parish Courthouse,

IT IS HEREBY ORDERED that the Lafayette Parish Courthouse shall be closed for the afternoon of Thursday, February 14, 2019, beginning at 2:30 p.m. and lasting for the remainder of the day, with the Courthouse to reopen as usual on Friday, February 15, 2019, unless further orders are issued with respect thereto.

SIGNED IN CHAMBERS at Lafayette, Louisiana, this 14<sup>th</sup> day of February, 2019.

CHARLES G. FITZGERALD  
CHIEF DISTRICT JUDGE

Lafayette Parish Clerk  
Filed This

FEB 14 2019

Deputy Clerk of Court

FILED THIS 14<sup>th</sup>  
DAY OF February, 2019  
  
Deputy Clerk of Court





**BANKSTON & ASSOCIATES**  
A LIMITED LIABILITY COMPANY  
ATTORNEYS AT LAW



Larry S. Bankston  
lsb@bblawyers.net

Jenna H. Linn-Rice  
jlinn@bblawyers.net

February 15, 2019

New Suit  
MB

CLERK OF COURT  
LAFAYETTE PARISH, LA.  
2019 FEB 21 PM 1:55

Via Facsimile & US Mail  
(337) 291-6480

Clerk of Court  
15<sup>th</sup> JDC, Lafayette Parish  
P.O. Box 2009  
Lafayette, LA 70502

ATTN: CIVIL DEPT.

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Sincerely,

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By: S. Jenna Linn-Rice  
Jenna H. Linn-Rice

JHLR/sms  
Enclosure: petition/envelope  
cc: Client (via e-mail only)

8708 Jefferson Highway, Suite A • Baton Rouge, LA 70809  
Telephone (225) 766-3800 • Facsimile (225) 766-7800  
www.bankstonlaw.net

for



LAFAYETTE BALLET THEATRE	*	NUMBER: 20191060	DIV: "A"
	*		
VERSUS	*	15 <sup>th</sup> JUDICIAL DISTRICT COURT	
	*		
AMERICAN HARLEQUIN	*	PARISH OF LAFAYETTE	
CORPORATION, HARTFORD	*		
ACCIDENT & INDEMNITY	*	STATE OF LOUISIANA	
COMPANY, HARTFORD CASUALTY	*		
INSURANCE COMPANY	*		

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CLERK OF COURT  
LAFAYETTE PARISH, LA.  
2019 FEB 21 PM 1:55

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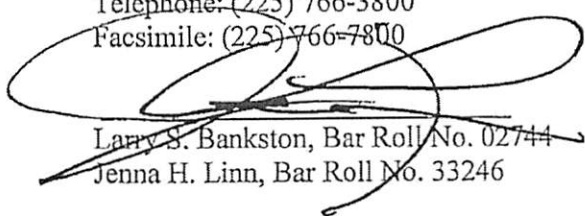
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- e. Costs of suit, expert fees, and litigation expenses; and
- f. All other just and equitable relief.

Respectfully submitted:

Bankston & Associates, L.L.C.  
8708 Jefferson Hwy, Suite A  
Baton Rouge, Louisiana 70809  
Telephone: (225) 766-3800  
Facsimile: (225) 766-7800

  
Larry S. Bankston, Bar Roll No. 02744  
Jenna H. Linn, Bar Roll No. 33246

PLEASE SERVE:

American Harlequin Corporation  
Through its registered agent:  
Anderson Registered Agents, Inc.  
3014 Dauphine Street  
Suite 100-B  
New Orleans, LA 70117

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Louisiana Secretary of State  
8585 Archives Ave.  
Baton Rouge, LA 70809

Hartford Casualty Insurance Company  
Through its agent:  
Louisiana Secretary of State  
8585 Archives Ave.  
Baton Rouge, LA 70809

FILED THIS 21  
DAY OF Feb, 20 19

  
Deputy Clerk of Court



LOUIS J. PERRET  
Clerk of Court, Lafayette Parish  
P. O. BOX 2009  
LAFAYETTE, LA 70502  
Telephone: (337) 291-6400

FEBRUARY 19, 2019

**FACSIMILE TRANSMISSION RECEIPT**

RE: LAFAYETTE BALLET THEATRE  
VS  
AMERICAN HARLEQUIN CORP, ET AL  
DOCKET NUMBER: C-20191060 A

DATE FACSIMILE RECEIVED: FEBRUARY 15, 2019  
DESCRIPTION OF PLEADING: PETITION FOR DAMAGES  
FILED ON BEHALF OF: LAFAYETTE BALLET THEATRE  
ATTORNEY: JENNA LINN-RICE  
RECEIPT FAXED TO NUMBER: (225)766-7800

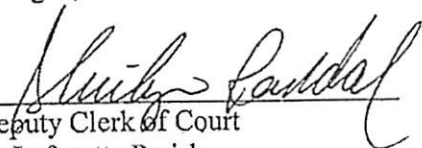
This is to acknowledge that the above described facsimile transmission was received and filed on the date shown above. In accordance with R.S. 13:850(B), the original must be received by our office within seven (7) days (exclusive of legal holidays) from the date the facsimile was received, along with a filing fee of \$664.00 which includes a transmission fee of \$5.00. **\*\*Please note that this amount does not reflect any money that you may have on deposit in this matter. It is strictly the amount that is needed to file the above faxed pleading.\*\***

**\*\*THE ABOVE DOES NOT APPLY IF YOU ARE PAUPER OR PUBLIC BODY\*\***

**IF YOU HAVE ANY QUESTIONS REGARDING COURT COST IN THIS MATTER, PLEASE CONTACT THE COST DEPARTMENT AT (337) 291-6314.**

The Lafayette Parish Clerk of Court's office will not process from a facsimile filing. We will process from original documents only.

Receipt Acknowledged,

  
Deputy Clerk of Court  
Lafayette Parish



\*\* Transmit Confirmation Report \*\*

P1

Feb 19 2019 02:30pm

Sender: GUEST  
TTI1:

TTI Number:

Destination	Type	Mode	Start Time	Time	Page Note	Result	Details
912257667800	FAX	Fine	02/19 02:30pm	00'24"	1	# O K	



LAFPC.CV.54367206  
cc\_srandal

LOUIS J. PERRET  
Clerk of Court, Lafayette Parish  
P. O. BOX 2009  
LAFAYETTE, LA 70502  
Telephone: (337) 291-6400

**INDEXED**

FEBRUARY 19, 2019

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Receipt Acknowledged,

  
Deputy Clerk of Court  
Lafayette Parish



LAFFPC.CV.54488267  
cc\_telilly

Ordered by Atty.: JENNA H. LINN

CITATION

LAFAYETTE BALLET THEATRE                      FIFTEENTH JUDICIAL DISTRICT COURT  
VS                                                              DOCKET NUMBER: C-20191060 A  
AMERICAN HARLEQUIN CORP, ET AL              PARISH OF LAFAYETTE, LOUISIANA

STATE OF LOUISIANA

TO: AMERICAN HARLEQUIN CORPORATION  
THROUGH ITS REGISTERED AGENT:  
ANDERSON REGISTERED AGENTS, INC.  
3014 DAUPHINE STREET, SUITE 100-B  
NEW ORLEANS, LA 70117

of the Parish of Orleans

You are hereby cited to comply with the demand contained in the petition, a certified copy of which accompanies this citation, (exclusive of exhibits). You should file an answer or other pleading to said petition in the office of the Clerk of the FIFTEENTH JUDICIAL DISTRICT COURT, in the Lafayette Parish Courthouse, Lafayette, Louisiana, within fifteen (15) days after the service hereof. Alternatively, your failure to comply herewith will subject you to the penalty of entry of default judgment against you.

Witness the Honorable Judges of said Court, this February 22, 2019.

Deputy Clerk of Court  
Lafayette Parish

\*Attached are the following documents:

ORIGINAL AND FAX FILED PETITION FOR DAMAGES

SHERIFF'S RETURN  
LAFAYETTE PARISH SHERIFF

DATE SERVED: \_\_\_\_\_, 20\_\_\_\_ TIME: \_\_\_\_\_  
SERVED: \_\_\_\_\_  
PERSONAL ( ) \_\_\_\_\_  
DOMICILIARY ( ) ON \_\_\_\_\_  
UNABLE TO LOCATE              MOVED ( )              NO SUCH ADDRESS ( )  
OTHER REASON: \_\_\_\_\_  
RECEIVED TOO LATE FOR SERVICE ( )  
SERVICE OF WITHIN PAPERS  
COSTS FEE \$ \_\_\_\_\_ MILEAGE \$ \_\_\_\_\_ TOTAL \$ \_\_\_\_\_  
DEPUTY \_\_\_\_\_



LAFPC.CV.54488275

cc\_telilly

Ordered by Atty.: JENNA H. LINN

CITATION

LAFAYETTE BALLET THEATRE                      FIFTEENTH JUDICIAL DISTRICT COURT  
VS                                                              DOCKET NUMBER: C-20191060 A  
AMERICAN HARLEQUIN CORP, ET AL              PARISH OF LAFAYETTE, LOUISIANA

STATE OF LOUISIANA

TO: HARTFORD ACCIDENT & INDEMNITY COMPANY  
THROUGH ITS AGENT:  
LOUISIANA SECRETARY OF STATE  
8585 ARCHIVES AVE.  
BATON ROUGE, LA 70809

of the Parish of E. Baton Rouge

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UNABLE TO LOCATE              MOVED ( )              NO SUCH ADDRESS ( )  
OTHER REASON: \_\_\_\_\_  
RECEIVED TOO LATE FOR SERVICE ( )  
SERVICE OF WITHIN PAPERS  
COSTS FEE \$ \_\_\_\_\_ MILEAGE \$ \_\_\_\_\_ TOTAL \$ \_\_\_\_\_  
DEPUTY \_\_\_\_\_

LAFPC.CV.54488283  
cc\_telilly

Ordered by Atty.: JENNA H. LINN

CITATION

LAFAYETTE BALLET THEATRE                      FIFTEENTH JUDICIAL DISTRICT COURT  
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AMERICAN HARLEQUIN CORP, ET AL              PARISH OF LAFAYETTE, LOUISIANA

STATE OF LOUISIANA

TO: HARTFORD CASUALTY INSURANCE COMPANY  
THROUGH ITS AGENT:  
LOUISIANA SECRETARY OF STATE  
8585 ARCHIVES AVE.  
BATON ROUGE, LA 70809

of the Parish of E. Baton Rouge

You are hereby cited to comply with the demand contained in the petition, a certified copy of which accompanies this citation, (exclusive of exhibits). You should file an answer or other pleading to said petition in the office of the Clerk of the FIFTEENTH JUDICIAL DISTRICT COURT, in the Lafayette Parish Courthouse, Lafayette, Louisiana, within fifteen (15) days after the service hereof. Alternatively, your failure to comply herewith will subject you to the penalty of entry of default judgment against you.

Witness the Honorable Judges of said Court, this February 22, 2019.

Deputy Clerk of Court  
Lafayette Parish

\*Attached are the following documents:

ORIGINAL AND FAX FILED PETITION FOR DAMAGES

SHERIFF'S RETURN  
LAFAYETTE PARISH SHERIFF

DATE SERVED: \_\_\_\_\_, 20\_\_\_\_ TIME: \_\_\_\_\_  
SERVED: \_\_\_\_\_  
PERSONAL ( ) \_\_\_\_\_  
DOMICILIARY ( ) ON \_\_\_\_\_  
UNABLE TO LOCATE              MOVED ( )              NO SUCH ADDRESS ( )  
OTHER REASON: \_\_\_\_\_  
RECEIVED TOO LATE FOR SERVICE ( )  
SERVICE OF WITHIN PAPERS  
COSTS FEE \$ \_\_\_\_\_ MILEAGE \$ \_\_\_\_\_ TOTAL \$ \_\_\_\_\_  
DEPUTY \_\_\_\_\_



  
LAFPC.CV.54488390  
cc\_telilly

LOUIS J. PERRET  
Clerk of Court, Lafayette Parish  
P. O. BOX 2009  
LAFAYETTE, LA 70502  
Telephone: (337) 291-6400

FEBRUARY 22, 2019

JENNA H LINN  
8708 JEFFERSON HWY STE A  
BATON ROUGE, LA 70809-2411

RE: LAFAYETTE BALLET THEATRE  
VS  
AMERICAN HARLEQUIN CORP, ET AL  
DOCKET NUMBER: C-20191060 A


Dear Sir or Madam:

In accordance with LA R.S. 13:4688, when a suit has been filed in State District Court for damages arising from an offense or quasi-offense, you are required to complete attached reporting form from the Supreme Court of Louisiana.

Please return the attached reporting form immediately to the Lafayette Parish Clerk of Court Office for further processing.

Should you have any questions concerning this matter, please do not hesitate to contact us.

Sincerely,

  
\_\_\_\_\_  
Deputy Clerk of Court  
Lafayette Parish





## ROUTING SHEET

DOCKET NO. 20191060AATTORNEY Jenna H. Linn

New Suit

DATE PLEADING CLOCKED IN Feb 21, 2019

DESCRIPTION	QTY	DESCRIPTION	QTY
CERT COPY STAMP (NOT RECORDED)	<u>3</u>	LETTER - ADDRESS REQUEST	
CERT MAIL/RETURN RECEIPT		LETTER - CERT OF DIVORCE	
CITATION		LETTER - COMM OF INS	
CITATION-NTC OF JMT		LETTER - GENERAL RETURN	
CONFORMED GROUP		LETTER - JURY ORDER	
COPIES (# OF PAGES)	<u>15</u>	LETTER - NTC OF SIGNING OF JMT	
FAX OUTGOING		NTC OF HEARING	
INDEX OF NAMES (ABOVE 10)		RULE NISI	
JMT FEE (EACH DEF NO SS#)		SUBPOENA	
JMT RECORDED (CON # OF PAGES)		SUB DT	
JMT RECORDED (MTG # OF PAGES)		TRO	
JMT RECORDED (BOTH # OF PAGES)		TRO RECORDED	
CERT COPY OF RECORDED DOCUMENT		WRIT OF	

PROCESSED BY

Talley

CHARGED BY

JS



LAFPC.CV.54488283

cc\_telilly

Ordered by Atty.: JENNA H. LINN

**CITATION**

LAFAYETTE BALLET THEATRE

FIFTEENTH JUDICIAL DISTRICT COURT

VS

DOCKET NUMBER: C-20191060 A

AMERICAN HARLEQUIN CORP, ET AL

PARISH OF LAFAYETTE, LOUISIANA

STATE OF LOUISIANA

TO: HARTFORD CASUALTY INSURANCE COMPANY  
 THROUGH ITS AGENT:  
 LOUISIANA SECRETARY OF STATE  
 8585 ARCHIVES AVE.  
 BATON ROUGE, LA 70809

of the Parish of E. Baton Rouge

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Witness the Honorable Judges of said Court, this February 22, 2019.

Deputy Clerk of Court  
 Lafayette Parish

\*Attached are the following documents:

ORIGINAL AND FAX FILED PETITION FOR DAMAGES

made service on the named party through the  
 Office of the Secretary of State on

SHERIFF'S RETURN  
 LAFAYETTE PARISH SHERIFF

DATE SERVED: \_\_\_\_\_, 20\_\_\_\_

SERVED: \_\_\_\_\_

PERSONAL ( ) \_\_\_\_\_

DOMICILIARY ( ) ON \_\_\_\_\_

UNABLE TO LOCATE

MOVED ( )

NO SUCH ADDRESS ( )

OTHER REASON: \_\_\_\_\_

RECEIVED TOO LATE FOR SERVICE ( )

SERVICE OF WITHIN PAPERS

COSTS FEE \$ \_\_\_\_\_ MILEAGE \$ \_\_\_\_\_ TOTAL \$ \_\_\_\_\_

DEPUTY \_\_\_\_\_

Lafayette Parish Clerk of Court  
 Filed This Day

MAR 25 2019

*Martina J. Reap*  
 Deputy Clerk of Court

RECEIVED

MAR 13 2019

E.B.R. SHERIFF'S OFFICE



LAFPC.CV.54488275

cc\_telilly

Ordered by Atty.: JENNA H. LINN

**CITATION**

LAFAYETTE BALLET THEATRE

FIFTEENTH JUDICIAL DISTRICT COURT

VS

DOCKET NUMBER: C-20191060 A ✓

AMERICAN HARLEQUIN CORP, ET AL

PARISH OF LAFAYETTE, LOUISIANA

STATE OF LOUISIANA

TO: HARTFORD ACCIDENT & INDEMNITY COMPANY  
 THROUGH ITS AGENT:  
 LOUISIANA SECRETARY OF STATE  
 8585 ARCHIVES AVE.  
 BATON ROUGE, LA 70809

of the Parish of E. Baton Rouge

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Witness the Honorable Judges of said Court, this February 22, 2019.

Deputy Clerk of Court  
 Lafayette Parish

\*Attached are the following documents:

ORIGINAL AND FAX FILED PETITION FOR DAMAGES  
 Office of the Secretary of State on

SHERIFF'S RETURN  
 LAFAYETTE PARISH SHERIFF

MAR 14 2019  
 by tendering a copy of this document to  
 KATHY DARDEN  
 DY. E. CUMMINS #1155  
 Deputy Sheriff, Parish of East Baton Rouge, Louisiana

DATE SERVED: \_\_\_\_\_, 20\_\_\_\_ TIME: \_\_\_\_\_  
 SERVED: \_\_\_\_\_  
 PERSONAL ( ) \_\_\_\_\_  
 DOMICILIARY ( ) ON \_\_\_\_\_  
 UNABLE TO LOCATE MOVED ( ) NO SUCH ADDRESS ( )  
 OTHER REASON: \_\_\_\_\_  
 RECEIVED TOO LATE FOR SERVICE ( )  
 SERVICE OF WITHIN PAPERS  
 COSTS FEE \$ \_\_\_\_\_ MILEAGE \$ \_\_\_\_\_ TOTAL \$ \_\_\_\_\_  
 DEPUTY \_\_\_\_\_

Lafayette Parish Clerk of Court  
 Filed This Day

MAR 25 2019

*Martina J. Reay*  
 Deputy Clerk of Court

RECEIVED

MAR 13 2019

E.B.R. SHERIFF'S OFFICE





LAFPC.CV.54488267

cc\_telilly

Ordered by Atty.: JENNA H. LINN

**CITATION**

LAFAYETTE BALLET THEATRE

FIFTEENTH JUDICIAL DISTRICT COURT

VS

DOCKET NUMBER: C-20191060 A

AMERICAN HARLEQUIN CORP, ET AL

PARISH OF LAFAYETTE, LOUISIANA

STATE OF LOUISIANA

TO: AMERICAN HARLEQUIN CORPORATION  
THROUGH ITS REGISTERED AGENT:  
ANDERSON REGISTERED AGENTS, INC.  
3014 DAUPHINE STREET, SUITE 100-B  
NEW ORLEANS, LA 70117

of the Parish of Orleans

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Witness the Honorable Judges of said Court, this February 22, 2019.

Deputy Clerk of Court  
Lafayette Parish

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ORIGINAL AND FAX FILED PETITION FOR DAMAGES Lafayette Parish Clerk of Court  
Filed This Day

SHERIFF'S RETURN  
LAFAYETTE PARISH SHERIFF

APR 03 2019

Deputy Clerk of Court

DATE SERVED: \_\_\_\_\_, 20\_\_\_\_ TIME: \_\_\_\_\_

SERVED: \_\_\_\_\_

PERSONAL ( ) \_\_\_\_\_

DOMICILIARY ( ) ON \_\_\_\_\_

UNABLE TO LOCATE MOVED ( ) NO SUCH ADDRESS ( )

OTHER REASON: \_\_\_\_\_

RECEIVED TOO LATE FOR SERVICE ( )

SERVICE OF WITHIN PAPERS

COSTS FEE \$ \_\_\_\_\_ MILEAGE \$ \_\_\_\_\_ TOTAL \$ \_\_\_\_\_

DEPUTY \_\_\_\_\_

RECEIVED  
2019 MAR -7 PM 5:17  
ORLEANS PARISH  
SHERIFF'S OFFICE

43  
PAPER ENTERED RETURN  
19503 28  
SERIAL NO. DEPUTY PARISH

28 20191060

Badge # 470



3-14-19 2:23

1<sup>st</sup> NOT IN

3-18-19 1:49

2<sup>nd</sup> N/A

(28) 20191060 - Service Date 03/27/2019 Time 1:01 PM  
AMERICAN HARLEQUIN CORPORATION THRU ANDERSON

Not Served at 3014 DAUPHINE ST  
Shanell Cooks # 470, Orleans  
Citation & Petition; Serial# 1;  
sev. attempts

S. Cooks  
Signature

**Orleans Parish Sheriff's Office**  
**Marlin N. Gusman**  
 Sheriff of the Parish of Orleans  
 Civil Division  
 421 Loyola Avenue  
 Suite 403  
 New Orleans, LA 70112  
 Phone: (504) 523-6143 Fax: (504) 525-4912

CLERK OF COURT  
 LAFAYETTE PARISH, LA

2019 APR -2 AM 7:10

LAFAYETTE PARISH CLERK OF COURT  
 P.O. BOX 2009  
 LAFAYETTE LA 70502

Invoice #: 6775  
 Invoice Date: 03/29/2019  
 Invoice Amount: \$ 30.00  
 Invoice Balance: \$ 30.00

No. 20191060

LAFAYETTE BALLET THEATRE  
 vs.  
 AMERICAN HARLEQUIN CORP ET AL

Invoice #: 6775  
 Invoice Date: 03/29/2019

Docket

Sheriff #: 28 20191060

Serial#	Fee	Amount
1	Citation & Petition	30.00
		30.00

Receipt Date	Receipt #	Reference #	Amount

Invoice Balance: \$ 30.00